

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1   6</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00005</b>		3. EFFECTIVE DATE <b>21-Dec-2017</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY US NAVY SPAWARSSYSCEN ATLANTIC CHARLESTON PO BOX 190022 2.0 CONTRACTS 843-218-5735 HANH.H.CHAU@NAVY.MIL NORTH CHARLESTON SC 29419-9022		CODE <b>N65236</b>		7. ADMINISTERED BY (If other than item 6) DCMA HAMPTON 2000 ENTERPRISE PARKWAY SUITE 200 HAMPTON VA 23666		CODE <b>S5111A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CACI NSS, INC GOVERNMENT REPRESENTATIVE 11955 FREEDON DRIVE SUITE 12000 RESTON VA 20190-5687				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>N65236-16-D-8011</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Sep-2016</b>			
CODE <b>3HNV7</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual agreement of the parties</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>  1  </u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>chauh18453</b> The contract is hereby modified to add the Status of Forces Agreement for: Japan, the Republic of Korea (ROK) and the Federal Republic of Germany. Official Travel of Government Contractors will be executed by the Government Contracting Officer at the Task Order level. All other terms and conditions of the basic contract remain the same.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) HANH H. CHAU / CONTRACT SPECIALIST TEL: 843-218-5735 EMAIL: hanh.h.chau@navy.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <span style="border: 1px solid black; padding: 2px;">(b)(6)</span> (Signature of Contracting Officer)		16C. DATE SIGNED <b>21-Dec-2017</b>	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

**SOFA REQUIREMENTS**

The following have been added by full text:

**STATUS OF FORCES AGREEMENTS**

The following Status of Forces Agreements (SOFA) are herewith incorporated into the contract for requirements in task orders for Japan, Republic of Korea (ROK) and Germany. The contractor shall be responsible for complying with the requirements stipulated under each of the above agreements.

**JAPAN - SOFA IS ADDED:****CONTRACTS TO BE PERFORMED IN JAPAN**

The Status of Forces Agreement between the United States and Japan (SOFA) governs the rights and obligations of the United States armed forces in Japan. Certain contractor employees may be accorded status under SOFA Article I(b) with potential eligibility for logistic support. Except as provided in the SOFA, contractor employees granted Article I(b) status under the SOFA are subject to the laws and regulations of Japan. Contractor employees performing services in Japan for over 90 days will require a work visa from the Government of Japan (GOJ) if not granted Article I(b) status under the SOFA. It is the sole responsibility of the Contractor to ensure compliance with Japanese law. The Contractor shall comply with the instruction of the Contracting Officer concerning the entry of its employees, equipment, and supplies into Japan, and shall comply with all applicable Japanese laws and regulations as well as United States Forces, Japan (USFJ) and USFJ component policies and regulations during the performance of this contract.

**SOFA ARTICLE I(b) STATUS**

(a) SOFA Article I(b) status. Civilian persons of United States Nationality, who are in the employ of, serving with, or accompanying the United States armed forces in Japan, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. SOFA Article I(b) does not create a lawful status in Japan for any entity other than individuals (e.g., the corporation employing the individual). To qualify for SOFA status under SOFA Article I(b), such individuals must be:

- (1) United States nationals,
- (2) not ordinarily resident in Japan (or if ordinarily resident in Japan, receive permission from the GOJ to change status following the procedures set out in USFJI 36-2611, Changes of Status by Person in Japan to One of the Categories Authorized by the Status of Forces Agreement), and
- (3) Not persons mentioned in paragraph 1 of SOFA Article XIV.

(b) SOFA Article I(b) procedures. Contractor personnel must obtain a Letter of Identification from the Contracting Officer to authorize entry into Japan under SOFA Article I(b) and to identify which Article I(b) privileges and benefits will be provided to each employee. Contractor shall identify all contractor personnel eligible for SOFA Article I(b) status in writing to the Contracting Officer.

(c) SOFA Article I(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee and do not inure to the employer.

- (1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan in accordance with SOFA Article V, paragraph 2;
- (2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens in accordance with SOFA Article IX. Contractor employees shall at all times be in possession of appropriate documentation issued by the United States authorities to verify status;
- (3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle in accordance with SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;

- (4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices in accordance with SOFA Article XI, paragraphs 2 and 3;
- (5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment in accordance with SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;
- (6) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces in accordance with SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;
- (7) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance in accordance with SOFA Article XIX, paragraph 2;
- (8) Exemption from taxation in Japan on the holding, use, transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.
- (9) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

#### LOGISTIC SUPPORT

Contractor personnel granted SOFA Article I(b) status, may, if specified as government-provided support in the contract; and subject to availability as determined by the installation commander or designee, be provided logistic support including, but not limited to, the items below:

- (a) Navy, Base or Post Exchange, exchange service stations, theaters, and commissary;
  - (b) Laundry and dry cleaning;
  - (c) Military banking facilities;
  - (d) Transient billeting facilities;
  - (e) Open mess (club) membership, as determined by each respective club;
  - (f) Casualty assistance (mortuary services) on a reimbursable basis;
  - (g) Routine medical care on a reimbursable basis for U.S. citizens and emergency medical care on a reimbursable basis for non-U.S. citizens;
  - (h) Dental care, limited to relief of emergencies on a reimbursable basis;
  - (i) Department of Defense Dependent Schools on a space-available and tuition-paying basis;
  - (j) Postal support, as authorized by military postal regulations;
  - (k) Local recreation services on a space-available basis;
  - (l) Issuance of U.S. Forces, Japan Operator's Permit;
  - (m) Issuance of vehicle license plates.
- (End of Clause)

REPUBLIC OF KOREA (ROK) – STATUS OF FORCES AGREEMENT (SOFA) CONTRACT CLAUSE is added:

USFK REG 700-19, 28 August 2012

#### INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS

##### UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the —publications tab on the US Forces Korea homepage <http://www.usfk.mil>

- (a) Definitions. As used in this clause—

—U.S. – ROK Status of Forces Agreement<sup>1</sup> (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

—Combatant Commander<sup>1</sup> means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

—United States Forces Korea<sup>1</sup> (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

—Commander, United States Forces Korea (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

—USFK, Assistant Chief of Staff, Acquisition Management<sup>1</sup> (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

—Responsible Officer (RO)<sup>1</sup> means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Chapter 2-6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. —off-limits), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater

Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

GERMANY ACCREDITATION- SOFA and the "Fax-back" process are hereby incorporated.

1. The DoD Contractor Personnel Office (DOCPER) implements the Agreements of 27 March 1998, and the Agreements of 29 June 2001, signed by the U.S. Embassy and German Foreign Ministry, establishing bilateral implementation of Articles 72 and 73 of the Supplementary Agreement (SA) to the NATO Status of Forces Agreement. These two Articles govern the use in Germany of DOD contractor employees as Technical Experts (TE), Troop Care (TC) providers, and Analytical Support (AS) contractor personnel. Contracts that propose to employ TE, TC providers, or AS personnel in Germany, and the applications of individuals seeking TE/TC/AS status under those contracts, are submitted through DOCPER.

2. Temporary Duty (TDY) status can be obtained through a process referred to as the "Fax-back" process. Refer to DOCPER for the procedures and submission requirements associated with this type application.

3. Under both procedures above, prior approval is required before contractor employees may begin work in Germany under the contract.

(End of Summary of Changes)